

JPA / ECS File No.: 06-140 I
AG Contract No.: KR07-0062TRN
Project: Replacement Bridge
Section: Avenue 21E@Wellton-
Mohawk Main Conveyance Channel
TRACS No.: SB414 01C
Budget Source Item No.: n/a

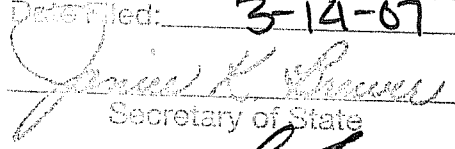
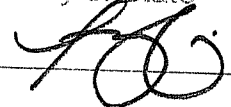
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY

THIS AGREEMENT is entered into this date March 14th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the YUMA COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes §11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
4. The County has selected such project within the boundary of the County; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
5. The interest of the State for this Project is in the acquisition of Federal funds for the use and benefit of the County, and is authorized as the designated agent for the County. Funds expended for the Project are authorized by reason of Federal Law and regulations.
6. The County, in order to obtain Federal funds for the construction of the project, is willing to provide County funds to match Federal funds in the ratio required or as finally fixed and determined by the County and FHWA.

NO. 28787
Filed with the Secretary of State
Date Filed: 3-14-07

Secretary of State
By: 

7. The work under this Agreement is to replace the bridge, which is structurally deficient, and located at Avenue 21E and Wellton-Mohawk Main Conveyance Channel (about 2 miles north of Old Highway 80). The new bridge will carry vehicular traffic at about 50 cars/day and meet AASHTO Design Criteria. Efforts will include construction administered by the State, including construction engineering and administration (collectively referred to as CE), hereinafter referred to as the "Project." The County is paying for design and obtaining any necessary right-of-way prior to the Project.

Estimated Total Construction Cost * (TRACS No.: SB414 01C)	\$450,000.00
Federal-aid funds @ 80.0%	\$360,000.00
County match @ 20.0%	\$90,000.00
Total Estimated County Funds	\$90,000.00

*(Includes construction, 15% CE and 5% contingencies).

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall:

a. Submit a program to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that it be approved for construction. Should costs exceed the maximum Federal funds available, it is understood and agreed that the County will be responsible for any overage.

b. Approve the Project if such funds are available by FHWA for the Project, and hereby agree to be the designated authorized agent for the County. Upon approval by FHWA, and with the aid and consent of the County and the FHWA, the State will proceed to advertise for, receive and open bids subject to the concurrence of FHWA and the County, plus enter into a contract(s) with a firm(s) to whom the award is made for the construction and CE of the Project. The State will pay all contractors and consultants involved with the Project. Such Project is to be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions, and Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation (ADOT).

c. Upon execution of this Agreement and prior to bid advertising, invoice the County for its share of the Project's construction and CE, currently estimated at \$90,000.00.

d. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or Scope of Work called for in this Agreement become necessary, the State shall not be obligated to incur any expenditures related to the Project.

e. Allow the County to provide additional eligible CE activities for the Project as coordinated with the State, as are other qualified consultants providing CE. Upon receipt and approval of an invoice from the County, and within thirty (30) days, remit to the County 100% of eligible billed costs.

f. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County shall:

a. Upon execution of this Agreement and prior to bid advertising, designate the State as authorized agent for the County and within thirty-days (30) upon receipt of an invoice, deposit funds with the State in an amount equal to the difference between the total cost of the construction work, including CE provided for in this Agreement, and the amount of Federal Aid received. This amount is currently

estimated at \$90,000.00. The County is entirely responsible for all costs incurred by the State in performing and accomplishing the work as set forth in this Agreement, whether covered by Federal funding or not.

b. Certify that all necessary rights-of-way have been acquired prior to advertisement for bid and shall remove all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, from the proposed right-of-way. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County. This will include review by the State of the County's offer letter/summary statement prior to presenting to the property owner.

c. Upon completion of any right-of-way acquisition, provide the State with a temporary construction easement (TCE) for the Project.

d. Should unforeseen conditions or circumstances increase the cost of said work such that a change in the extent or Scope of Work called for in this Agreement becomes necessary, be obligated to incur and pay for said increased costs.

e. Upon completion of construction, the County shall be responsible for at its own costs, the proper and perpetual ongoing maintenance and repairs of the bridge and approaches. Maintenance shall include, but not be limited to signs, bridge curbs, guardrails and markings necessary for the purpose of regulating traffic.

f. Invoice the State for any incurred eligible CE costs prior to final acceptance of the Project. Any CE activities will be coordinated with the State and other consultants, as required.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, but subject to State budgeting laws, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said project

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction, CE and right-of-way work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Yuma County
Attn: County Engineer
2351 W. 26th Street
Yuma, Arizona 85364
(928) 817-5000
(928) 817-5020 Fax

9. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

YUMA COUNTY

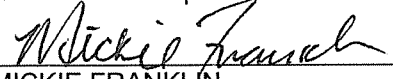
By 
CASEY PROCHASKA
Chairman, Board of Supervisors

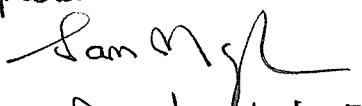
ATTEST:

By 
SUE STALLWORTH
County Clerk

STATE OF ARIZONA

Department of Transportation

By 
MICKIE FRANKLIN
Manager, Joint Project Administration

approved

Deputy State Engineer

JPA 06-140

INTERGOVERNMENTAL AGREEMENT DETERMINATION

JPA 06-140 [Reconstruct bridge over Wellton-Mohawk Conveyance Channel at Avenue 21E], an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Yuma Deputy County Attorney who has determined that it is in proper form and within the powers and authority granted to Yuma County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said agreement.

Dated 1 Feb 2007, 2007.

JON R. SMITH
Yuma County Attorney

A handwritten signature in cursive script, appearing to read 'E. Feheley', written over a horizontal line.

Edward P. Feheley
Deputy County Attorney

Yuma County Board of Supervisors NOTICE of OFFICIAL BOARD ACTION (NOBA)				
Meeting Date: 02-21-07		Sitting as the: <input checked="" type="checkbox"/> Board of Supervisors <input type="checkbox"/> Board of Directors of _____		To: CONTACT PERSON ROGER A. PATTERSON
Item No: 10		Agency: DEVELOPMENT SERVICES		Date sent: 2/27/07
Agenda Wording: <i>Development Services:</i> Authorize the Chairman to sign an Intergovernmental Agreement with the State of Arizona, Department of Transportation, for Avenue 21E over the Wellton-Mohawk Main Conveyance Channel Bridge Reconstruction Project. TN07-0103				
2. RECORD OF ACTION(S)				
<input type="checkbox"/> Public hearing conducted: In matters requiring public hearing, this certifies that the below constitutes official action after a legally advertised public hearing and duly called meeting of the Yuma County Board of Supervisors (or Board of Directors per agenda wording) and will be recorded without amendment or modification in the official records of said political body. • Public comments: _____ In favor _____ Opposed <input type="checkbox"/> No comments				
<input checked="" type="checkbox"/> Approved on Consent. <input type="checkbox"/> Approved as presented on AIR-Form. <input type="checkbox"/> Approved per Recommended Motion. <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Approved as amended: Amendment: _____			Vote Results: <u>TR</u> Motion <u>RM</u> Second <input checked="" type="checkbox"/> Passed <input type="checkbox"/> Roll Call: _____ Ayes _____ Nays	
<input type="checkbox"/> Item continued:		Date & Time: _____		<input type="checkbox"/> Agency submits AIR-Form for future meeting.
<input type="checkbox"/> Public Hearing set:		Date & Time: _____		<input type="checkbox"/> Agency submits AIR-Form for future meeting.
3. CLERK OF THE BOARD CERTIFICATION				
Signature: <u>Sue Stallworth</u> Sue Stallworth, Clerk of the Board			Date: 02-21-07	
4. FOLLOW-UP (FU) ACTIONS REQUIRED:				
<input checked="" type="checkbox"/> Clerk of Board obtains signatures on original document(s). <input type="checkbox"/> Agency obtains signatures on original document(s) and provides to Clerk of Board one (1 ORIGINAL, fully executed document). <input type="checkbox"/> Agency <input type="checkbox"/> Clerk of Board submits Purchase Requisition to Financial Services. <input type="checkbox"/> Agency <input type="checkbox"/> Clerk of Board causes recordation of (list): _____ <input type="checkbox"/> Agency <input type="checkbox"/> Clerk of Board causes publication. (Agency provides copy of Public Notice to Clerk of Board.) <input type="checkbox"/> Other instructions/actions: _____				
<u>Return 3 original contracts to Roger Patterson - Pending one recorded copy for our files</u>				
ENCLOSURES: <input checked="" type="checkbox"/> Draft Motions		Contract: <input type="checkbox"/> Original(s) <input type="checkbox"/> Copy(s)		Resolution: <input type="checkbox"/> Original(s) <input type="checkbox"/> Copy(s)
COPIED TO <input type="checkbox"/> County Attorney		<input checked="" type="checkbox"/> Finance Director		<input type="checkbox"/> Human Resources Director
Questions/information regarding this agenda item contact: Name/Title: <u>Cindy Secem</u> Phone #: <u>373-1106</u>				

CONSENT CALENDAR:

Supervisor Reyes made a motion to approve the Consent Calendar, excluding Items 9, 13 and 14. The motion was seconded by Supervisor McCloud and carried.

The items approved on the Consent Calendar are:

No. 1: Assessor's Office: Approve Tax Roll Corrections pursuant to Arizona Revised Statutes Title 42, Chapter 16, Article VI. *(A full listing of Tax Roll Corrections is available for public review at the office of the Clerk of the Board.)*

No. 2: Financial Services: Approve the Accounts Payable Demands disbursed in the amount of \$4,753,732.23 and Payroll Demands disbursed in the amount of \$1,446,776.44 during the period of January 24, 2007 through February 6, 2007. *(A full listing of all paid warrants and demands is available for public review at the office of the Board of Supervisors.)*

DATE	TYPE	WARRANTS TOTAL
1/25/07	Accounts Payable	910,526.13
1/30/07	Accounts Payable	471,310.10
2/1/07	Accounts Payable	2,955,039.45
2/5/07	Accounts Payable	207,646.76
1/19/07	Payroll	1,446,776.44
	Housing	
1/29/07	Security Deposit Refund	370.00
1/29/07	Sec 8 Vouchers Payable	166,073.00
2/1/07	Vendors Payable	40,754.79
2/1/07	Sec 8 Vouchers Payable	1,954.00
2/2/07	Security Deposit Refund	58.00
	Total	6,200,508.67

No. 3: Board of Supervisors. Approve the January 29, 2007 Special Joint Session minutes.

No. 4: Board of Supervisors. Approve the February 5, 2007 Regular Session minutes.

No. 5: County Attorney: Approve Budget Amendment No. 07-87, authorizing a budget authority decrease of \$13,516, Fund No. 2209, Crime Victim Compensation Grant, due to a decrease in grant funds.

No. 6: County Attorney: Approve Budget Amendment No. 07-88, authorizing a budget authority increase of \$7,270 Fund No. 02210, Victim's Witness Program, due to an increase in the Victim Rights and VOCA Grants for Fiscal Year 2006-07.

No. 7: Juvenile Court: Adopt Budget Amendment No. 07-91 increasing the Juvenile Crime Reduction Fund budget by \$32,695.

No. 8: County Attorney: Authorize the Arizona Attorney General's Office to represent Yuma County in the matter of Qwest v. Yuma County and the Arizona Department of Revenue (TX2006-000367).

No. 10: Development Services: Authorize the Chairman to sign an Intergovernmental Agreement with the State of Arizona, Department of Transportation, for Avenue 21E over the Wellton-Mohawk Main Conveyance Channel Bridge Reconstruction Project.

No. 11: Information Technology Services: Award a contract for the implementation and purchase of equipment and services for the Storage Area Network (SAN) in the approximate amount of \$399,824, with the primary supplier to be Xiotech Corporation.

No. 12: Adult Probation: Approve Budget Amendment No. 07-93 and authorize the modification of hours worked for Positions Nos. 290.001, 290.002, 290.003, and 290.004 (Probation Aides) from 14 hours a week to 19 hours a week for Fiscal Year 2006-07, effective November 12, 2006 through June 30, 2007, Fund No. 00100.02.3000.

No. 15: Board of Supervisors: Recommend State approval of a Bingo License Application submitted by Deborah Saunders for Shangri-La RV II, located at 10498 N. Frontage Road, Yuma, AZ 85365.

No. 16: Board of Supervisors: a) Declare miscellaneous County property to be surplus and excess to County needs for Juvenile Court and the Department of Information Technology Services; b) Authorize the property to be sold at a public auction, and; c) Discard any items that are not sold at the time of the auction.


DISCUSSION AND ACTION AGENDA

No. 9: Development Services: Approve and authorize Chairman to sign a letter to the Congressional Senators requesting their support for increase funding to the Border Infrastructure Fund.

Supervisor Stuart made a motion, seconded by Supervisor McCloud, to authorize the Chairman to sign the letter as amended to include Congressman Raul Grijalva as an additional addressee. The motion carried.

No. 13: Sheriff's Office (Jail District): Award the contract for the provision of commissary services to the Yuma County Detention Center to the KEEFE Group and authorize the Sheriff to execute a contract, subject to legal review.

Jail District Administrator Michael McGregor responded to questions from Supervisor Ferguson. He confirmed the Jail District will receive a 32.5% profit on products sold to the inmates and the funds will be used for inmate programs.

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR07-0062TRN (**JPA 06-140-I**), an Agreement between public agencies, i.e., The State of Arizona and Yuma County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 9, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:1003497
Attachment